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EASEMENT

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THIS AGREEMENT is made and entered into this 16th day of January, 1978, by and between WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser", and DUANE N. BURNHAM and GAYLE J. BURNHAM, husband and wife, herein called "Burnham", WITNESSETH:

I

A. Weyerhaeuser hereby grants and conveys to Burnham, their heirs and assigns, a perpetual non-exclusive easement upon over and along a right of way thirty (30) feet in width over and across the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 10, Township 35 South, Range 9 East, W.M., Klamath County, Oregon, being fifteen (15) feet on each side of the centerline of the road located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

II

It is mutually agreed by the parties hereto the rights herein granted are subject to the following terms and conditions:

1. The rights herein granted are for the purposes of reconstruction, use and maintenance of a road for the purpose of providing ingress to and egress from a single family dwelling on land now owned by Burnham, more particularly described as follows:

That portion of the NE $\frac{1}{4}$ of Section 10, Township 35 South, Range 9 East, W.M., lying Southerly of the center thread of the Sprague River.

2. Weyerhaeuser reserves for itself, its successors and assigns the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, said right of way, and to use said road in any manner that will not unreasonably interfere with the rights granted Burnham hereunder.

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3. When either party is the sole user of said road, or any portion thereof, such party shall maintain that portion of said road so used at its sole expense. However, during periods of time when other parties are using the same portions of said road, maintenance shall be in proportion to each party's use.

For the purpose of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

4. Weyerhaeuser has made no representation as to the present or future condition of its property, or the character of the traffic on its roads, and Burnham assumes all risk of damage to property of and injury to Burnham, in connection with the exercise or rights granted hereunder.

5. Burnham shall indemnify and hold harmless Weyerhaeuser against all claims or liabilities asserted by third persons resulting directly or indirectly from Burnham's acts or omissions hereunder whether negligent or otherwise.

6. Weyerhaeuser reserves for itself, its successors and assigns, all timber now on or hereafter growing within said right of way.

7. If for a period of two (2) years Burnham, their heirs or assigns, shall cease to use, or preserve for prospective future use, said road, or any portion thereof, for the purposes herein granted, the easement traversed thereby shall terminate. In the event of such termination, Burnham, their heirs or assigns, shall furnish Weyerhaeuser, its successors or assigns, a statement in recordable form, evidencing such termination.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year hereinabove first written.

WEYERHAEUSER COMPANY



R. N. Witter, Jr.
Land and Timber Resources Manager

Robert N. Mogensen
Assistant Secretary

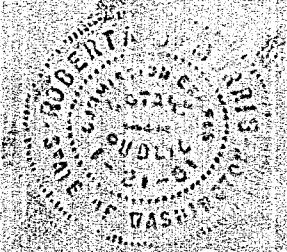
Duane N. Burnham
Duane N. Burnham

Gayle J. Burnham
Gayle J. Burnham

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 16th day of January, 1978, before me personally appeared R. N. Witter, Jr. and Robert N. Mogensen, to me known to be the Land and Timber Resources Manager and Assistant Secretary, respectively, of Weyerhaeuser Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Roberta J. Morris
Notary Public in and for the State of
Washington, residing at Puyallup.

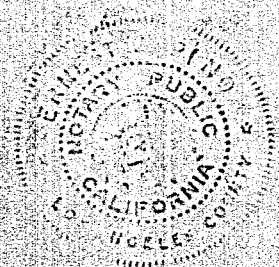
STATE OF CA)
COUNTY OF L.A.) ss.

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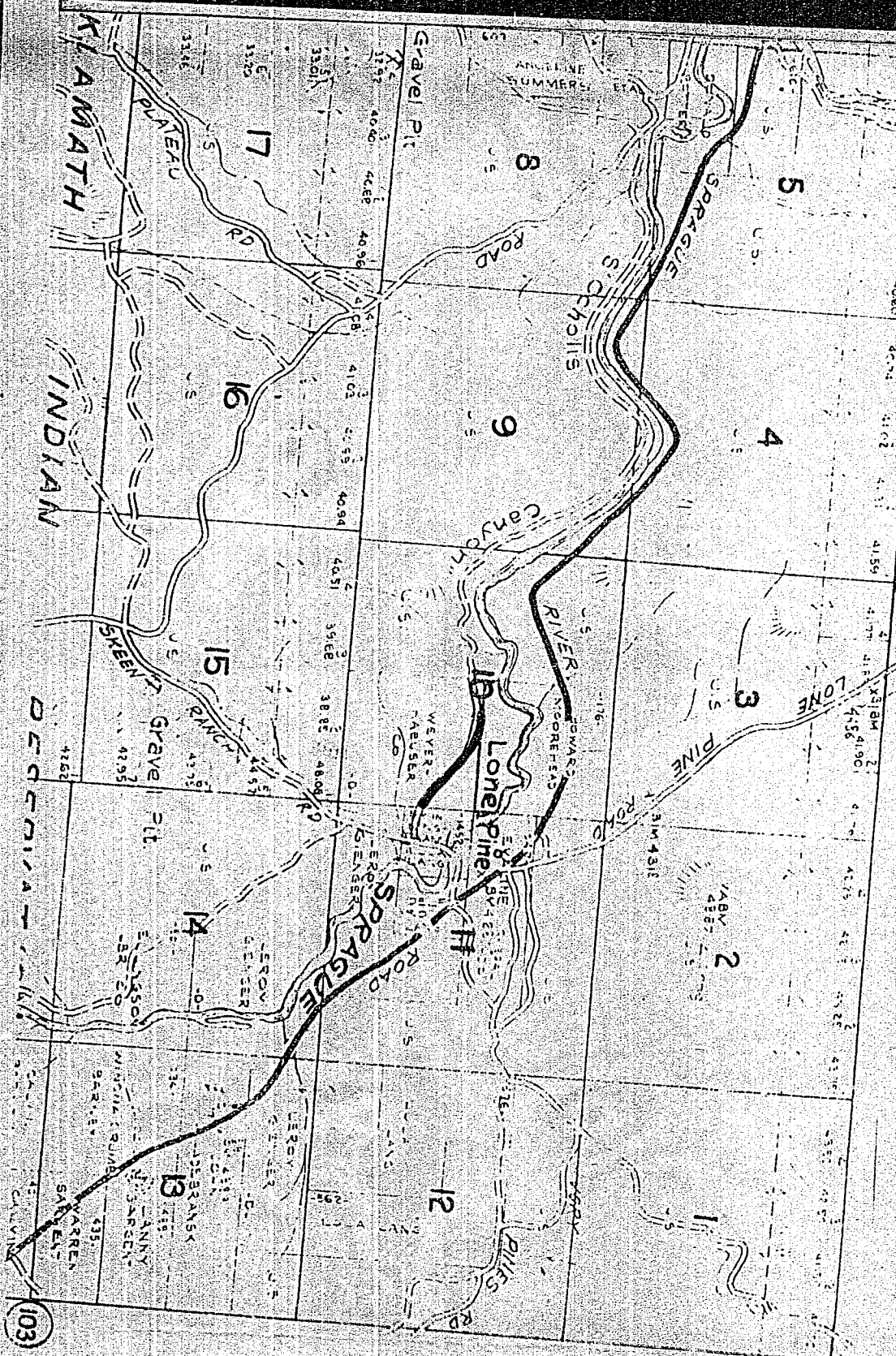
On this 13th day of March, 1978, before me personally appeared Duane N. Burnham and Gayle J. Burnham, husband and wife, to me known to be the individuals described in, and who executed the above and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ernest G. Pino
Notary Public in and for the State of
CA, residing at 1301 W. MAGNOLIA BLVD.
Burbank, CA. 91504



14997
TOWNSHIP 35 S., RANGE 9 E. W. M.
CLATSOP COUNTY, OREGON
(83)



Pat: Gary Hedlund
325 main
city

STATE OF OREGON; COUNTY OF KLAMATH; ss. _____
 led for record at request of Gary Hedlund
 this 12th day of July A. D. 1978 at 3:37 o'clock P. M., of
 duly recorded in Vol. M78 of Deeds on Page 14993

on page 14993
 Wm D. MILNE County Clerk
 By Gernetha V. Felsch

EXHIBIT A